



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: WM-0

September 18, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

Dear Supervisors:

**AGREEMENT WITH THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT
AND THE COALITION FOR ENVIRONMENTAL
PROTECTION, RESTORATION, AND DEVELOPMENT
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the enclosed Agreement on behalf of the Los Angeles County Flood Control District to provide \$50,000 to the Coalition for Environmental Protection, Restoration, and Development (CEPRD), a 501(c)(3) nonprofit corporation, for CEPRD to provide specialized technical and other professional services related to water quality standards as they affect the National Pollution Discharge Elimination System (NPDES) Program and Total Maximum Daily Loads (TMDLs).
2. Instruct the Chair to sign the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CEPRD is an organization whose mission is to facilitate comprehensive, multipurpose, stakeholder-driven consensus approaches and to promote education and solutions to

environmental issues by expanding working relationships among environmental regulatory agencies at the Federal, State, regional, and local levels.

CEPRD is comprised of diverse private and public sector stakeholders with short- and long-term objectives. It is developing the framework and technical and scientific data needed for environmentally protective and appropriate water quality standards that are the foundation of pending TMDLs. CEPRD is interested in assisting regulators in initiating possible future amendments to the California Regional Water Quality Control Board (Regional Board) Los Angeles Region 4 Basin Plan that will benefit all interested parties.

We are recommending partnering with CEPRD in the funding of tasks that will assist the District and County to comply with NPDES and TMDL mandates. The tasks will yield important technical information for the District and your Board for decision making and policy formulation related to possible future amendments to the Regional Board Basin Plan. CEPRD has the knowledge and experience to identify the resources necessary to assist in meeting these needs. It is committed to an active outreach effort designed to include the views of all affected stakeholders, with a particular emphasis on environmental community participation. The U.S. Environmental Protection Agency, Region IX, and the Regional Board have submitted letters of support and expressed their willingness to participate.

CEPRD has already secured \$50,000 towards this work. We understand the County Sanitation Districts of Los Angeles County will match the District's contribution of \$50,000 for the funding of the beneficial tasks.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Organizational Effectiveness because the expertise and experience or sufficient staff to perform the work are not currently available at Public Works.

FISCAL IMPACT/FINANCING

The total cost to the District is \$50,000. Sufficient funds to cover the costs are available in the Fiscal Year 2003-04 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the Agreement and approved it as to form

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for the adoption of this Agreement.

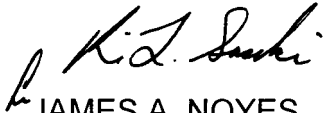
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return three approved copies of this letter and three original signed Agreements to Public Works.

Respectfully submitted,



JAMES A. NOYES
Director of Public Works

JCA:dbm

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Enc.

cc: Chief Administrative Office
County Counsel

COOPERATIVE AGREEMENT

This **COOPERATIVE AGREEMENT**, is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic ("DISTRICT") and the Coalition for Environmental Protection, Restoration and Development, a California nonprofit corporation ("CEPRD").

WITNESSETH

WHEREAS, CEPRD's mission is to facilitate a comprehensive multipurpose, stakeholder-driven consensus process and to promote education and solutions to environmental issues by expanding working relationships with environmental regulatory agencies at the Federal, State, regional, and local levels; and

WHEREAS, DISTRICT is named as the principal permittee under that certain National Pollutant Discharge Elimination System Permit No. CAS004001 ("NPDES Permit") issued by the California Regional Water Quality Control Board, Los Angeles Region (the "Regional Board"), to the DISTRICT, the County of Los Angeles, and certain incorporated cities therein; and

WHEREAS, the NPDES Permit requires compliance with 92 new pollution limits ("TMDLs") that are expected to be established by the Regional Board under the Federal Clean Water Act; and

WHEREAS, in the absence of an agreed upon mechanism for developing necessary technical and scientific data, the TMDLs to be adopted will likely subject the DISTRICT to significant additional compliance costs; and

WHEREAS, the parties recognize that resource limitations will prevent the relevant regulatory agencies from obtaining such data in a timely manner without an agreed upon third-party stakeholder funding mechanism; and

WHEREAS, the parties desire to cooperate in the development of technical and scientific data that can be used by the Regional Board in developing the TMDLs; and

WHEREAS, the Regional Board and the parties have agreed on the need to focus on developing data for new Water Effects Ratios (as defined below) for metals and other constituents that are elements of new TMDL mandates impacting the DISTRICT; and

WHEREAS, the parties desire for CEPRD to contribute in the development of a framework for securing such data in a manner that is clear, open, and scientifically rigorous; and

WHEREAS, CEPRD proposed the TASKS (as defined below) set forth in Section 1.A of this AGREEMENT in order to accomplish said framework; and

WHEREAS, the parties desire CEPRD to include interested stakeholders, including representatives of the environmental community, in the process of developing said framework; and

WHEREAS, the U.S. Environmental Protection Agency, Region IX (the "USEPA") and the Regional Board have expressed support for the parties' efforts set forth herein; and

WHEREAS, the total requisite contribution from all sources for completion of the TASKS is \$150,000; and

WHEREAS, CEPRD has already secured \$50,000 in funding toward completion of the TASKS; and

WHEREAS, the SANITATION DISTRICTS OF LOS ANGELES COUNTY will match the aforementioned DISTRICT'S contribution of \$50,000; and

WHEREAS, the parties propose that the DISTRICT contribute \$50,000 toward completion of the TASKS; and

WHEREAS, the DISTRICT desires for CEPRD to be responsible for completion of the TASKS as set forth herein; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CEPRD and the DISTRICT and the promises contained herein, it is hereby agreed as follows:

1 CEPRD SHALL BE RESPONSIBLE

- A. For the development of strategies for third-party stakeholder funding mechanisms to implement Federal and State requirements relating to TMDLs pursuant to the NPDES Permit in areas within the jurisdiction of the Regional Board, by completing the following tasks (the "TASKS"):

1 Task 1

In cooperation with USEPA and the Regional Board, identify prospective candidate constituent(s) and water bodies in the context of potential revisions to current Water Effects Ratios (as defined below) for selected constituents within said water bodies for the purpose of possible amendments to the current Regional Board Basin Plan and/or revisions to discharge permits, organize project work group, and establish operational protocols. Such constituents may include copper and cyanide as may be found in said identified water bodies. Given sufficient resources as may be approved by the DISTRICT and other stakeholders, and given the identification of appropriate water bodies, constituents may also include lead and zinc to provide the Regional Board updated scientific and technical data for said constituent(s). "Water Effects Ratios" are defined as the ratio of the toxicity of

a metal in the site water to the toxicity of the same metal in standard laboratory water. In addition, CEPRD shall be responsible for organizing the project work group and establishing operational protocols.

2. Task 2

Organize and conduct the first meeting of the project work group; establish a written timetable for completion of all project related tasks; perform such additional targeted outreach as necessary with representatives from participating regulatory agencies and environmental organizations as well as other parties, including legislative representatives; and conduct such additional project work group meetings as necessary.

3. Task 3

Deliver a written report to the DISTRICT providing the scope(s) of work for the constituent(s) identified pursuant to TASK 1 with a timetable and budget to perform the work required to provide the Regional Board with the information necessary to make a decision regarding the need to amend the Regional Board Basin Plan and/or discharge permits with respect to the constituent(s) and water bodies identified pursuant to TASK 1. The report to the DISTRICT must detail the above-referenced work with recommendations concerning possible expansion of the pilot program to address other Regional Board Basin Plan related issues and budget requirements for same.

- B To provide an invoice and a written status report to the DISTRICT immediately upon the completion of each TASK describing the work and progress CEPRD has made regarding the performance of all other remaining TASKS.
- C. To indemnify, defend, release and hold harmless the DISTRICT, and its agents, officers, and employees from and against any and all liability, damages, expenses, or claims, including defense costs and legal fees, arising from any act or omission by the CEPRD, its officers, employees, agents and other members, consultants, and/or contractors relating to CEPRD's performance pursuant to this AGREEMENT or the TASKS.

2. DISTRICT AGREES TO CONTRIBUTE \$50,000 TOWARD COMPLETION OF THE TASKS AS FOLLOWS:

- A. Within (30) thirty days of the DISTRICT receiving an invoice from CEPRD, to deposit an initial mobilization payment of Fifteen Thousand Dollars (\$15,000) as an advance to reimburse CEPRD's Incurred Costs (as defined below) in the performance of TASKS.
- B. In addition to the initial deposit under subsection 2.A above, the DISTRICT will reimburse CEPRD for CEPRD's Incurred Costs (as defined below) in an

amount not to exceed Ten Thousand Dollars (\$10,000) upon completion of each TASK 1 and TASK 2 and Fifteen Thousand Dollars (\$15,000) upon completion of TASK 3. Notwithstanding the foregoing, the DISTRICT shall make said contribution upon completion of TASKS 1, 2, and 3, respectively, when each is completed to the full and complete satisfaction of the DISTRICT, in the DISTRICT's sole and absolute discretion, and following receipt of the status reports and invoices required of CEPRD pursuant to Subsection 1.B above.

- C. "Incurred Costs" shall mean the administration expenses incurred by CEPRD in carrying out this AGREEMENT, together with reasonable fees that CEPRD pays to third-party consultants that are approved by the DISTRICT in the performance of the TASKS.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. Other than the specific responsibilities and obligations described in this AGREEMENT, DISTRICT incurs no responsibility or obligation to CEPRD and/or its consultants and/or other parties.
- B. This AGREEMENT shall continue in effect until the TASKS are completed by CEPRD. The DISTRICT reserves an absolute right to reassess this AGREEMENT, after which the DISTRICT may decide whether to terminate the AGREEMENT. The AGREEMENT may be terminated for convenience by the DISTRICT with no further obligation to the DISTRICT upon giving CEPRD a thirty (30) day written notice of termination. Notwithstanding the foregoing, if the AGREEMENT is terminated for convenience, CEPRD shall return to the DISTRICT a prorated amount of the funding based on deliverable TASKS within thirty (30) days of such termination. Upon such termination DISTRICT shall pay CEPRD the DISTRICT's proportionate share of Incurred Costs as of the date of the thirty (30) day written notice of termination.
- C. This AGREEMENT may also be terminated for a material breach at such time as any party hereto is in default concerning a material term hereof after receiving written notice of such breach or fails to cure such default within a reasonable amount of time. If the AGREEMENT is terminated for CEPRD's material breach, CEPRD shall return to the DISTRICT a prorated amount of the funding based on deliverable TASKS within thirty (30) days of such termination. Upon such termination DISTRICT shall pay CEPRD the DISTRICT's proportionate share of Incurred Costs as of the date of the thirty (30) day written notice of termination.
- D. If any portion of this AGREEMENT is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions thereof shall remain in full force and effect.

- E. This AGREEMENT constitutes the entire agreement between the DISTRICT and CEPRD and may be modified only by mutual consent of both parties. Any such modification shall not be effective unless and until approved by a duly authorized representative of CEPRD and the DISTRICT.
- F. CEPRD may retain consultants or subcontract any of its obligations in this AGREEMENT only upon prior consent of DISTRICT.
- G. Any official notices or correspondence related to this AGREEMENT shall be in writing and mailed by first-class, prepaid postage to the following addresses:

To: County of Los Angeles
Department of Public Works
Attention: Dan Lafferty
Watershed Management Division
900 South Fremont Avenue, 11th Floor
Alhambra, CA 91803
Telephone: (626) 458-4325
Fax: (626) 457-1526

To: Coalition for Environmental Protection, Restoration and
Development
Attention: Christopher J. Campbell
Executive Director
P.O. Box 712459
Bunker Hill Station
Los Angeles, CA 90071
Telephone: (213) 683-8717
Fax: (562) 432-3963

- H In no event shall DISTRICT be obligated to contribute more than Fifty Thousand Dollars (\$50,000) toward completion of the TASKS.

The recital set out on page 1 are incorporated into and shall constitute a part of this AGREEMENT.

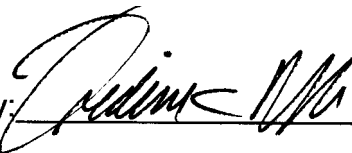
- J. The DISTRICT is authorized to take such further action as may be appropriate to carry out the terms of this AGREEMENT.
- K. Notwithstanding the foregoing, the DISTRICT'S contribution shall be conditioned upon (1) CEPRD funding \$50,000 toward the TASKS and the Sanitation Districts of Los Angeles County, or other party, match contribution of \$50,000 toward the TASKS.

L. Force Majeure

Should the performance of the obligations of any other party under this AGREEMENT be interrupted or delayed by any occurrence not occasioned by the conduct of any party to this AGREEMENT, whether that occurrence is an act of God, war, civil insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any Federal and State court, that party's performance under this AGREEMENT shall be excused for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on _____, 2003.

APPROVED AS TO FORM
LLOYD W. PELLMAN
County Counsel

By:  _____

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of The
County of Los Angeles

By: _____

COALITION for ENVIRONMENTAL PROTECTION,
RESTORATION and DEVELOPMENT

By:  _____

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By: _____

RHK:dbm
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